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confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submit- ters of disclosure to the contractor.

(End of clause)

[65 FR 58928, Oct. 3, 2000]

1552.236-70 Samples and certificates.

As prescribed in 1536.521, insert the following contract clause in construc- tion contracts.

SAMPLES AND CERTIFICATES (APR 1984)

When required by the specifications or the Contracting Officer, samples, certificates, and test data shall be submitted after award of the contract, prepaid, in time for proper action by the Contracting Officer or his/her designated representative. Certificates and test data shall be submitted in triplicate to show compliance of materials and construc- tion specified in the contract performance requirements. Samples shall be submitted in duplicate by the Contractor, except as other- wise specified, to show compliance with the contract requirements. Materials or equip- ment for which samples, certifications or test data are required shall not be used in the work until approved in writing by the Contracting Officer.

(End of clause)

1552.237-70 Contract publication re- view procedures.

As prescribed in 1537.110, insert the following contract clause when the products of the contract are subject to contract publication review.

CONTRACT PUBLICATION REVIEW PROCEDURES (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this sub- ject and the following.

(b) Except as indicated in paragraph (c) of this contract, the Contractor shall not inde- pendently publish or print material gen- erated under this contract until after com- pletion of the EPA review process. The

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Project Officer will notify the Contractor of review completion within ____ calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not re- ceive Project Officer notification within this period, the Contractor shall immediately no- tify the Contracting Officer in writing.

(c) The Contractor may publish, in a sci- entific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Con- tracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the fol- lowing statement in a journal article which has not been subjected to EPA review: "Al- though the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Con- tractor), it has not been subject to the Agen- cy's review and therefore does not nec- essarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal ar- ticle, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Con- tractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agen- cy's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommenda- tion for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independ- ently publish and distribute the material for its own use and its own expense, and shall in- clude the following statement in any inde- pendent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

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(End of clause)

1552.237-71 Technical direction.

As prescribed in 1537.110, insert a clause substantially the same as the following:

TECHNICAL DIRECTION (AUG 2009)

(a) Definitions.

Contracting officer technical representative (COTR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

Task order, as used in this clause, means work assignment, delivery order, or any other document issued by the contracting officer to order work under a service contract.

(b) The contracting officer technical representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract and any task order there under. The contracting officer technical representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract or task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract or task order;

(4) Alters the period of performance of the contract or task order; or

(5) Changes any of the other terms or conditions of the contract or task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer technical representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer technical representative(s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

(1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not con-

stitute a change under the "Changes" clause of the contract;

(2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or

(3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.

(f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.

(g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer technical representative, shall be at the contractor's risk.

(End of clause)

[74 FR 37175, July 28, 2009]

1552.237-72 Key personnel.

As prescribed in 1537.110, insert the following contract clause when it is necessary for contract performance to identify Contractor key personnel.

KEY PERSONNEL (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.